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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

KOREAN PRODUCE BUYING SERVICE INC.,
t/a K.P.T.,

08 Civ. 2493 (RJS) (RLE)

Plaintiff,

-against-

CHA BROTHERS, MYUNG JONG CHA and
HAE JA CHA, individually and/or doing business
as Cha Brothers,

Defendants.

x

SETTLEMENT AND STIPULATION

WHEREAS, this cause came on to be heard on motion filed by Plaintiff KOREAN PRODUCE BUYING SERVICE INC. t/a K.P.T. on March 12, 2008 for a temporary restraining relief and preliminary injunction pursuant the Perishable Agricultural Commodities Act ("PACA") and Rule 65 of the Federal Rules of Civil Procedure against defendants CHA BROTHERS, MYUNG JONG CHA and HAE JA CHA, individually and/or doing business as Cha Brothers (the "Chas");

WHEREAS, the parties appeared on April 9, 2008 before the Honorable Ronald L. Ellis, U.S.M.J., for a settlement conference whereupon the parties intended and did agree to settle their dispute without any further proceedings on the terms that were set forth on record;

IT IS HEREBY STIPULATED, AGREED AND DECREED THAT:

1. The Chas shall pay Plaintiff the total amount of \$90,261.00 (the "Settlement Amount") which is due and owing to Plaintiff as alleged in Plaintiff's Complaint filed in this Action.
2. The Chas shall make good faith efforts to sell their grocery retail store known as CHA BROTHERS located at 4376 White Plains Road, Bronx, New York 10466 (the "Store") and shall apply the sales proceeds first and foremost as a matter of priority to pay the Settlement Amount before making any other disbursements of the sales price.
3. The Chas hereby represent that the Store has been listed in a Korean newspaper for sale in the market since April 4, 2008 for the initial listing price of \$160,000.00. The Chas agree that in the event the Chas do not receive any acceptable counteroffers in good faith by May 5, 2008, they will cause to have the sales price of the Store reduced to reflect a more reasonable fair market value of the business. In the event any dispute arises with respect to the reasonable fair market value of the Store, Plaintiff shall have the right to have a reputable real estate agency of its own choosing re-evaluate the sales price of the Store ("Plaintiff's Price") and request that the Chas advertise to sell the Store using Plaintiff's Price. The parties hereby agree to refer their disagreement regarding the sales price of the Store to the Magistrate Judge, the Honorable Ronald L. Ellis, for final and binding resolution.
4. The Chas shall forthwith notify Plaintiff's attorneys of any counteroffers made to the listing price of the Store and shall cause a copy of their proposed sales contract to be

forwarded to Plaintiff's attorney for review, together with any initial downpayment money which shall be held in escrow by Plaintiff's attorney.

5. The Chas shall make good faith efforts to operate the Store business as usual and ongoing and not to do anything which would diminish the market value of the Store.

6. The Chas shall make good faith efforts to cooperate with the proposed buyer and Plaintiff in obtaining the landlord's consent to the contemplated transfer and sale of the Store.

7. Prior to the closing of the sale of the Store, the Chas shall permit Plaintiff, by its representatives YONG H. KIM and KIM KONG SO, to inspect the Store from time to time for the sole purpose of inspecting and ascertaining as to whether the Store is being done as usual and ongoing.

8. Plaintiff's instant action, together with the motion for preliminary injunctive relief shall be deemed withdrawn, resolved or otherwise disposed of without prejudice pending the closing of the sale of the Store.

9. The United States District Court for the Southern District of New York shall retain subject matter and personal jurisdiction to enforce the terms of this Settlement and Stipulation. In the event any party institutes any action or proceeding in connection with this Settlement and Stipulation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees.

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CHAN YUN JOO, ESQ.

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11. Facsimile signatures by the parties and their respective attorneys shall be deemed by the signatories to have the same effect as originals.

SO STIPULATED:

Dated: _____

MYUNG JONG CHA


Individually and on behalf of
Cha Brothers

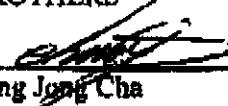
Dated: _____

HAE JA CHA

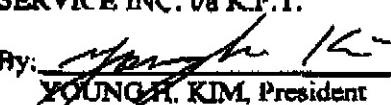

Individually and on behalf of
Cha Brothers

Dated: _____

CHA BROTHERS

By: 
Myung Jong Cha

Dated: _____

KOREAN PRODUCE BUYING
SERVICE INC. v/s K.P.T.By: 
YOUNG H. KIM, President**SO ORDERED: New York, New York**APRIL 3, 2008

July


BON. ROBERT J. SULLIVAN, U.S.D.J.

Richards